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IV 2408955 / FO 2408157
(Volume I)



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE



ALEX VILLANUEVA, SHERIFF

February 28, 2019

Deputy Michael J. Courtial, #[redacted]

Dear Deputy Courtial:

AMENDED LETTER OF IMPOSITION

On June 13, 2018, you were served with a Letter of Imposition under File Number IV 2408955, notifying you that you were discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on June 8, 2018.

On February 14, 2019 the discipline was reduced pursuant to a Settlement Agreement. All Departmental records will reflect that you received a thirty (30) day suspension. The thirty (30) day suspension will be deemed served June 9, 2018 through July 8, 2018.

Pursuant to the Settlement Agreement and the investigation under IAB File Number IV 2408955, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Department's Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/150.00, Tactical Incidents; and/or 3-10/050.15, Performance to Standards – Performance Associated with the Use of Force, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff and/or failed to perform your duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when you took independent action and/or used strategies and/or tactics which

failed to comply with Department policies, procedures, and training, as evidenced by, but not limited to:

a. taking independent action when you arrived at a tactical incident, involving Mr. Nevarez; and/or,

b. failing to properly coordinate and communicate with participating Department members at the scene prior to approaching Mr. Nevarez and/or the vehicle where Mr. Nevarez was located; and/or,

c. failing to develop a tactical plan to contact and remove Mr. Nevarez from the vehicle; thus causing the other involved deputies to get involved in an unplanned use of force and/or tactical incident; and/or,

d. unnecessarily using an untaught kick, which you referred to as a "Tactical kick", when you kicked a private person's vehicle.

2. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/005.00, Force Prevention Principles, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff, and/or failed to perform your duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when you failed to only use that level of force which was objectively reasonable and/or failed to use force as a last resort, as evidenced by, but not limited to:

a. failing to use de-escalation techniques such as advisements, verbal persuasion, and other force prevention tactics focused on increasing officer and/or public safety, prior to grabbing and pulling Mr. Nevarez out of a truck by the legs, without a tactical plan; and/or,

b. failing to de-escalate the situation through tactical communication, and/or warnings, and/or other common sense methods likely to prevent the need to use force; prior to making physical contact with Mr. Nevarez.

3. That in violation of Manual of Policy and Procedures Section 3-10/030.00, Unreasonable Force, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff, when, based on totality of the circumstances; to include but not limited to the immediate threat, the crime suspected and Mr. Nevarez' lack of resistance or attempts to flee; you used force which was unreasonable and/or unnecessary and/or excessive on Mr. Nevarez, when you punched Mr. Nevarez numerous times after throwing him to the ground, while there were adequate personnel on scene to control Mr. Nevarez.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

ALEX VILLANUEVA, SHERIFF

Josie S. Woolum, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

JSW:OM:liz

c: Advocacy Unit
Employee Relations Unit
Dennis M. Kneer, Chief, North Patrol Division
Personnel Administration Bureau
Palmdale Station/Unit Personnel File
Doreen Garcia, Pay & Leave Management Bureau
Internal Affairs Bureau (File No. IV 2408955)

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service Since 1850"

DATE: February 21, 2019
FILE No. IV2408955
CSC No. 18-117

OFFICE CORRESPONDENCE

FROM: OSCAR MARTINEZ, SERGEANT
ADVOCACY UNIT

TO: JOSIE S. WOOLUM, CAPTAIN
INTERNAL AFFAIRS BUREAU

SUBJECT: MICHAEL J. COURTIAL, DEPUTY SHERIFF, EMPLOYEE NO. 540016

On February 20, 2019, the Department and Deputy Courtial entered into an Amendment to the original Settlement Agreement. The Amendment modifies the Settlement Agreement between the parties which was signed by Deputy Courtial and Chief Dennis Kneer on February 14, 2019 (hereinafter referred to as "Settlement Agreement.") The Settlement Agreement and this Amendment resolves all issues involved under IAB No. 2408955 and CSC No. 18-117.

Except as specifically modified in this Amendment, the Settlement Agreement remains in effect.

Numbered Paragraph three (3) in the original Settlement Agreement will be revised to reflect, "By virtue of execution of this Agreement, the Department rescinds the Letter of Imposition for Discharge made on June 13, 2018, and instead, the Department will impose a thirty (30) day suspension; which will be deemed served from **June 9, 2018 through July 8, 2018**. The parties agree that Appellant's personnel records will reflect that he was on an approved leave of absence without pay from July 9, 2018 to February 19, 2019.

Please make any necessary changes in your records and to PRMS to reflect the attached Amendment. If you have any questions regarding this matter, please contact me at (323) 890-5325.

OM:liz

Attachments



AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to a Settlement Agreement (hereinafter, "Amendment") is entered into between the Los Angeles County Sheriff's Department, (hereinafter referred to as "Department"), and Michael J. Courtial, Employee Number [redacted] (hereinafter referred to as "Deputy Courtial").

This Amendment modifies the Settlement Agreement between the parties which was signed by Deputy Courtial and Chief Dennis Kneer on February 14, 2019 (hereinafter referred to as "Settlement Agreement.") The Settlement Agreement and this Amendment resolves all issues involved under IAB No. 2408955 and CSC No. 18-117, upon the terms and conditions thereinafter set forth.

Now, therefore, the Department and Deputy Courtial, for and in consideration of mutual covenants contained in the Settlement Agreement and herein, agree as follows:

1. Except as specifically modified in this Amendment, the Settlement Agreement remains in effect.

2. Number Paragraph 3 in the original Settlement Agreement will be revised to reflect, "By virtue of execution of this Agreement, the Department rescinds the Letter of Imposition for Discharge made on June 13, 2018, and instead, the Department will impose a thirty (30) day suspension; which will be deemed served from **June 9, 2018 through July 8, 2018**. The parties agree that Appellant's personnel records will reflect that he was on an approved leave of absence without pay from July 9, 2018 to February 19, 2019.

I have read the foregoing Amendment to Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this Amendment.

Deputy Michael Courtial, #[redacted] — Date: 2/19/18

As to form and content:

Adam L. Marangell

Adam L. Marangell, Attorney — Date: 02/19/19
The Law Office of Adam L. Marangell, APC

For the Department:

Dennis M. Kneer

DENNIS M. KNEER, CHIEF
NORTH PATROL DIVISION

2/20/19
Date

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service Since 1850"

DATE: February 18, 2019
FILE No. IV2408955
CSC No. 18-117

OFFICE CORRESPONDENCE

FROM: OSCAR MARTINEZ, SERGEANT
ADVOCACY UNIT

TO: JOSIE S. WOOLUM, CAPTAIN
INTERNAL AFFAIRS BUREAU

CONTENTS NOTED J. WOOLUM

SUBJECT: MICHAEL J. COURTIAL, DEPUTY SHERIFF, EMPLOYEE NO. [redacted]

On April 2, 2018, Deputy Michael Courtial received his Letter of Intent notifying him that it was the intention of the Department to discharge him from his position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business May 8, 2018.

On May 22, 2018, Deputy Courtial participated in his Skelly hearing with Chief John Benedict to discuss the issues involved in this matter.

On June 13, 2018, Deputy Courtial received his Letter of Imposition notifying him that he was discharged from his position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on June 8, 2018.

Deputy Courtial appealed his discharge to the Civil Service Commission. On August 22, 2018, the Civil Service Commission granted him a hearing. Hearing Officer Stephen Biersmith was appointed.

On February 14, 2019, Deputy Courtial and the Department entered into a Settlement Agreement wherein the Department rescinds the Letter of Imposition for Discharge made on June 13, 2018, and instead, the Department will impose a thirty (30) day suspension; which will be deemed served from June 9, 2018 through July 9, 2018. The parties agree that Appellant's personnel records will reflect that he was on an Approved Leave of Absence Without Pay from July 9, 2018 to February 19, 2019.

The Department's PRMS index will state, "Founded, 30 Days" under IAB No. 2408955.

Appellant agrees to transfer to Palmdale Sheriff's Station, North Patrol Division and shall remain at Palmdale Sheriff's Station, North Patrol Division; for a minimum of one (1) year. After one (1) year, Appellant may transfer in accordance with the Department's transfer policies and procedures.

Appellant agrees to attend all Department of Justice-mandated training as directed by the Department's Antelope Valley Compliance Unit.

Appellant will receive no back pay, no benefits, and no financial or other consideration as a result of entering into and or executing this Agreement.

Deputy Courtial will return to work on Wednesday, February 20, 2019, and will be assigned to Palmdale Sheriff's Station, North Patrol Division.

Note that an Amendment to Settlement Agreement will be forthcoming to reflect the end of the thirty (30) day suspension as July 8, 2018 and not July 9, 2018 as stated in the Settlement Agreement.

Please make any necessary changes in your records and to PRMS to reflect the attached Settlement Agreement. If you have any questions regarding this matter, please contact me at (323) 890-5325.

OM:ddt

Attachment

SETTLEMENT AGREEMENT AND RELEASE

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT ADMINISTRATIVE INVESTIGATION NUMBER 2408955

This Settlement Agreement/Release ("Agreement" and/or "Settlement Agreement" and/or "Release") is entered into by and between Respondent COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT, THE COUNTY OF LOS ANGELES, the COUNTY OF LOS ANGELES' employees, agents, representatives, its attorneys, claims adjustors, investigators, insurers, elected Officials, heirs, executors, administrators, successors, and/or assigns (hereinafter individually and/or collectively sometimes referred to as "Respondent" or "the Department" or "County" or "the County of Los Angeles") and MICHAEL J. COURTIAL, EMPLOYEE #[redacted], his attorneys, employees, agents, representatives, heirs, executors, administrators, successors, and assigns (hereinafter individually and/or collectively sometimes referred to as "Appellant" or "Courtial").

RECITALS

A. Appellant was employed with the COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT in the position of Deputy Sheriff.

B. Appellant and the Sheriff's Department are parties to IAB INVESTIGATION NUMBER 2408955 ("IV2408955") and the related Civil Service Commission ("CSC") appeal under CSC Case No. 18-117 (collectively, the "Matter").

C. On April 2, 2018, a Letter of Intent was served on Appellant following an investigation and a number of founded allegations of misconduct. On June 13, 2018, the Department notified Appellant that he was being discharged effective as of the close of business June 8, 2018. Thereafter, Appellant appealed the discharge to the Los Angeles County Civil Service Commission and the Commission assigned this matter as CSC Case No.18-117 ("CIVIL SERVICE APPEAL").

D. The parties wish to resolve this matter by this Agreement in accordance with the terms set forth hereinafter.

E. It is the intent of this Agreement to resolve all claims and allegations, whether based on tort, statute, contract, discrimination, retaliation, and/or otherwise, that

Appellant has and/or that he could have asserted, as of the date of the signing of this Agreement.

F. Appellant and his representatives expressly represent and attest that no other appeals, petitions, claims or lawsuits have been filed. Appellant and his representatives also represent that there are no other lawsuits, actions, appeals, complaints or claims, whether before the Los Angeles County Civil Service Commission, in any Superior Court, Federal Court and/or any other forum, concerning any claims and allegations that Appellant has or could have asserted as of the date of the signing of this Agreement.

G. COUNTY and Appellant desire to avoid litigation and to settle this matter, with no admission of guilt or wrongdoing by either party, upon the terms and conditions set forth herein.

H. It is the intent of this Agreement to resolve all claims and allegations that Appellant has or that could have been asserted, whether known or unknown, suspected or unsuspected, as of the date of the signing of this Agreement. It is also the intent of this Agreement to resolve all claims and allegations, arising out of IV2408955, whether based on tort, statute, contract, discrimination, retaliation, or otherwise, that Appellant has and/or that could have been asserted, as of the date of the signing of this Agreement.

I. Appellant has, at all times, been advised by competent representatives of his own choice of the effect of this Agreement and represents by his signature on this Agreement that he freely and willingly accepts all of the terms, conditions, undertakings, and promises contained in this Agreement. Appellant has relied upon his own legal representatives as to the effect of this Agreement.

J. Appellant understands that all of his claims, whether or not they have merit, encompassed by this Agreement will forever be released. Thus, the parties wish to resolve this matter by this Agreement and forever release each other in accordance with the terms set forth hereinafter.

NOW, THEREFORE, in consideration of the covenants and promises herein contained it is agreed as follows:

1. The recitals set forth in this Settlement Agreement are true and correct and are hereby fully incorporated by reference into this Settlement Agreement.
2. This Settlement Agreement is in no way intended, and shall in no way be construed, to restrict rights guaranteed to the COUNTY under local, state or federal law, rule, policy or agreement or to establish a precedent in this or any other matter, now or in the future.
3. By virtue of execution of this Agreement, the Department rescinds the LETTER OF IMPOSITION FOR DISCHARGE made on June 13, 2018, and instead, the Department will impose a thirty (30) Day Suspension; which will be deemed served from June 9, 2018 through July 9, 2018. The parties agree that Appellant's personnel records will reflect that he was on an APPROVED LEAVE OF ABSENCE WITHOUT PAY from July 9, 2018 to February 19, 2019.
4. The Department's PRMS index will state "FOUNDED, 30 DAYS" under IAB No. 2408955.
5. Appellant agrees to transfer to Palmdale Sheriff's Station, North Patrol Division. Appellant shall remain at Palmdale Sheriff's Station, North Patrol Division; for a minimum of one (1) year. After one (1) year, Appellant may transfer in accordance with the Department's transfer policies and procedures.
6. Appellant agrees to attend all Department of Justice-mandated training as directed by the Department's Antelope Valley Compliance Unit.
7. Appellant will receive no back pay, no benefits, and no financial or other consideration as a result of entering into and/or executing this Agreement.
8. Appellant shall dismiss with prejudice all complaints and claims filed against the County of Los Angeles or the Department connected with or arising out of his employment including, but not limited to, his appeals to the County of Los Angeles Civil Service Commission. If there are any other complaints or claims filed by Appellant relating to or in any way connected with his employment with

the Department, with the exception of any Workers' Compensation claims, Appellant expressly and unequivocally recognizes and agrees that they are within the scope of this Agreement and shall be dismissed within two (2) days of the execution of this Agreement.

9. Each side, namely, Appellant and the COUNTY, shall bear its own costs of every sort and kind as well as each side's own attorney's fees, in all proceedings and with respect to all matters, events and facts addressed by and/or related in any way to this Agreement.

10. Although there is no admission by the COUNTY that the circumstances relating to the discipline of Appellant necessitate the provision to Appellant of what is commonly described as a "name-clearing" or "liberty-interest" hearing, as those terms are set forth in Lubey v. City and County of San Francisco (1979) 98 Cal.App.3d 340 and its progeny, the parties hereby agree that Appellant waives any claim seeking provision of or entitlement to a "name-clearing" or "liberty interest" hearing.

11. This Settlement Agreement, along with the April 2, 2018 Letter of Intent; June 13, 2018 Letter of Imposition; and IAB No. 2408955 may contain "Adverse Comments" within the meaning of Government Code section 3305. Appellant agrees and acknowledges that by executing this Settlement Agreement he waives his right under California Government Code section 3306 to submit a response to any of these documents.

12. This Settlement Agreement, along with the April 2, 2018 Letter of Intent; June 13, 2018 Letter of Imposition; and IAB No. 2408955 shall not be released by the COUNTY, except in response to a Court Order, upon the written authorization of Appellant, or as otherwise provided below:

    a. Pursuant to motion for production of peace officer personnel records pursuant to Evidence Code sections 1040-1045, Brady v. Maryland and/or its progeny, or pursuant to a Public Records Act demand, subpoena or other process served in the course of administrative, civil or criminal proceedings. The COUNTY reserves the right to oppose any such

demand to the extent mandated by law, but it shall have no duty to quash or otherwise oppose any such discovery demand.

b. During defense by the COUNTY of any other proceeding or claim brought by Appellant (whether administrative, quasi-civil, civil or criminal) to which the COUNTY is either a party or a real party in interest, whether or not the bringing of said proceeding is violative of this AGREEMENT, or in any administrative, quasi-civil, civil or criminal case where Appellant testifies or is designated as a potential witness on behalf of any party where the COUNTY is also a party (whether or not such act(s) are violative of this AGREEMENT). In the course of any such defense or prosecution, there shall be no prohibition upon use by the COUNTY of the content of the general personnel file and/or other files as a defense to the proceeding(s) and/or in opposition to Appellant's participation and/or to impeach or otherwise counter his testimony, and no discovery procedures shall be required as a condition precedent to such use by the COUNTY.

c. All employment information as defined by Government Code section 1031.1 shall be provided to any prospective law enforcement employer conducting a pre-employment, pre-independent contracting, or pre-affiliation investigation of Appellant that provides the COUNTY with a release of COUNTY liability, executed by Appellant and which specifically directs or authorizes the COUNTY to provide said person or entity with employment information in compliance with the requirements of Government Code section 1031.1. "Law Enforcement" employer/department shall be defined as any State of California or non-California agency employing, independently contracting with or otherwise affiliating in any manner with "peace officers" as that term is defined in the California Penal Code and in any counterpart sections in non-California jurisdictions, or by any nongovernmental entity.

d. To any other persons or entities that provide the COUNTY with a release of liability executed by Appellant and which directs or authorizes the

COUNTY to provide said person or entity with access to or to the contents of any personnel file materials maintained by the COUNTY.

e. Inquiries from non-law enforcement prospective employers performing background investigations shall only be responded to with information of the dates of Appellant's employment, his job title and his salary, unless the inquiry is accompanied by a COUNTY liability release/authorization executed by Appellant providing for more detailed disclosures.

1. Appellant agrees not to pursue any issues raised by and/or that could have been raised by his civil service appeal in any other forum whatsoever. Appellant is not to pursue any further claims, actions, proceedings, complaints, protests of any sort or nature, including but not limited to, any complaint, grievance, letter complaint, or oral complaint against Respondent in connection with any allegations which relate in any way to this matter including, but not limited to, his discipline, the discharge, his employment relationship with the COUNTY OF LOS ANGELES, and/or the investigation conducted and action taken prior to and/or subsequent to his discipline and discharge.
2. In consideration of the terms and conditions set forth herein, Appellant agrees to fully release, acquit and forever discharge the COUNTY OF LOS ANGELES, the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, and all of their present and former officers, employees and agents of the County, and their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the COUNTY OF LOS ANGELES and Appellant concerning the subject matter of the proceedings and events between the parties referred to herein.
3. Appellant agrees not to file in any State or Federal Court or before any state or federal agency, or before any tribunal, be it administrative or judicial or legislative or executive, any charges or complaints relating in any way to the above-described matter or to any other matter arising prior to the execution of this Agreement, in connection with any allegations which relate in any way to his

discipline, the discharge, any administrative investigations involving Appellant, his employment relationship with the Department, any claim he could have brought up to and including the date of this Agreement in connection with his discipline, any claim he could have brought up to and including the date of this Agreement in connection with claims in tort and/or contract, claims of discrimination, retaliation, or any other matter which would be the subject of federal or state laws involving employment discrimination, including, but not limited to, any claim which was the subject of any petition, pleading, document and/or other writing filed by Appellant up through the date of this Agreement with the Civil Service Commission.

4. Appellant agrees to withdraw from consideration any charges or complaints, including, but not limited to, the California DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING ("DFEH") or Federal EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC") charge or charges currently before any State or Federal Court or agency, the Commission or any other governmental entity which relates to the COUNTY or COUNTY' s past or present employees, agents and/or officials, in connection with any allegations which relate in any way to his employment, his employment relationship with the COUNTY, any claim he could have brought up to and including the date of this Agreement in connection with claims of discrimination, retaliation, or any other matter which would be the subject of the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed by Appellant up through the date of this Agreement with the Commission.

5. Appellant understands and agrees that all of his rights under §1542 of the Civil Code of the State of California are hereby expressly waived and relinquished. Said §1542 reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Appellant agrees that adequate consideration supports this waiver.

6. Notwithstanding the provisions of §1542, and for the purpose of implementing a full and complete release and discharge of the released parties, Appellant expressly acknowledges that this Agreement and Release are intended to include in its effect, without limitations, all claims which Appellant does not know or suspect to exist against COUNTY at the time of execution, hereof, and that this Agreement contemplates the extinguishment of any claim or claims, in connection with any claim he could have brought up to and including the date of this Agreement in the federal or state laws involving employment discrimination, including any claim which was the subject of any petition filed by Appellant up through the date of this Agreement with the Commission and/or any complaint filed with any Court.
7. In addition to the various general releases of liability and agreements to dismiss and/or forego any lawsuits, complaints, charges, or claims against the COUNTY, Appellant understands and agrees that he is waiving any rights he has, may have had, or may have, to pursue any and all remedies available to his under any employment-related cause of action against the COUNTY, including without limitation, any claims for discrimination, harassment, and/or retaliation, claims under the Ralph M. Brown Act (Gov. Code, §§54950, et seq.), the Fair Employment and Housing Act (Gov. Code, §§12900, et seq.), the California Family Rights Act (Gov. Code, §12945.2), the Unruh and George Civil Right Acts (Civ. Code, § §51, et seq., all provisions of the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.), Public Safety Officers Procedural Bill of Rights Act (Gov. Code § §3300 et seq.), the Age Discrimination Act in Employment Act (29

U.S.C. §621, et seq.), the Equal Pay Act (29 U.S.C. §206(d)), the Fair Labor Standards Act (29 U.S.C. §201, et seq.), the Family and Medical Leave Act (29 U.S.C. §2601, et seq.), the Employment Retirement Income Security Act of 1974 (29 U.S.C. §1001, et seq.), Sections 1981-88 of Title 42 of the United States Code (48 U.S.C. §1981, et seq.), the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), claims of retaliation or whistle-blowing (including but not limited to California Labor Code §1102.5, et seq. and Government Code §12653), claims for breach of any type of contract, including written, oral, or implied, breach of any covenant, promise or representation pertaining to Appellant's employment, whether expressed or implied, and all other claims arising in contract, tort, or equity or under any other statute, federal, state, or local statute arising prior to the date of execution of this AGREEMENT, all of which are waived. It is specifically acknowledged by the PARTIES to this AGREEMENT, that the provisions of this AGREEMENT are confined to the PARTIES only and are intended to definitely resolve this matter between the COUNTY and Appellant and between Appellant and any and all present or former COUNTY employees and has no evidentiary impact on administrative/civil proceedings that may be brought by the COUNTY against present or former COUNTY employees.

8. The Age Discrimination in Employment Act of 1967 ("ADEA"; 29 U. S .C. § §621-634) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA"; 29 U.S.C. §§ 626, et seq.) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this AGREEMENT, Appellant acknowledges that, in exchange for consideration stated herein, he knowingly and voluntarily waives and releases any rights that he may have under the ADEA and/or OWBPA. Appellant further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

a. This waiver/release is written in a manner that is understood by Appellant;

b. Appellant is aware of, and has been advised by a representative or legal counsel of his own choosing, of his rights under the ADEA and OWBPA and the legal significance of his waiver of any possible claims he may have under the ADEA, OWBPA, or similar age discrimination laws.

c. Appellant is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) day period, in which case Appellant expressly waives this twenty-one (21) day review period.

d. The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise after the effective date of this AGREEMENT.

e. Appellant has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto, by an attorney of his choice, and he does not need any additional time within which to review and consider this AGREEMENT.

f. Appellant has seven (7) calendar days following his execution of this AGREEMENT to revoke it. If Appellant desires to revoke the AGREEMENT, he must give express and actual written notice of revocation to the COUNTY within seven (7) calendar days after he executes this AGREEMENT. Such notice of revocation shall be effective only if and when received in writing by Chief Matthew J. Burson, at 4900 S. Eastern Avenue, Suite 204, Commerce, CA 90040 before the close of business on the seventh (r) calendar day after Appellant signs this AGREEMENT.

g. Appellant ACKNOWLEDGES BY HIS SIGNATURE THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

1. Appellant specifically acknowledges that he has not been the subject of discrimination or retaliation in any form, including, but not limited to, discrimination based upon age, race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, filing of Worker's Compensation claims, or sex, and that he has no claim against the Department for any such discrimination or retaliation, whether any such claim is presently known or not known by him.
2. Appellant acknowledges that he has read and understands the terms of this Settlement Agreement that he has had the option of reviewing it with counsel of his own choosing and that he is relying solely upon the content of this Agreement and Release and is not relying on any other representation whatsoever of the released parties as an inducement to enter into this Agreement.
3. The terms and conditions of this Agreement, will be confidential except (1) where COUNTY regulations or policies require disclosure to COUNTY departments and/or COUNTY management and/or (2) where disclosure to any entity or person is required by law.
4. The parties further agree that this Settlement Agreement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between this Appellant and the Department, and is not to be applied to any other facts or

disputes, with the exception of any future proceedings, including, but not limited to, civil service proceedings involving, relating to and/or concerning this Appellant and the Department.

5. This document sets forth the entire agreement between the parties and may not be altered, amended, or modified in any respect, except by writing duly executed by the parties affected. All other understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The parties agree and acknowledge that this is an integrated agreement and constitutes the final expression of the parties' agreement. The parties also agree and acknowledge that this Settlement Agreement and Release is strictly subject to the Parol Evidence Rule. This agreement may be enforced in a court of law by either party.
6. Appellant agrees to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms. Appellant and each of his past, present and/or future representatives, attorneys and/or employees, agents and officials agree that they will make no statements inconsistent with any of the provisions of this Agreement.
7. This Settlement Agreement and Release is to be construed and interpreted as if both parties participated in the drafting of this Settlement Agreement. Any ambiguities shall be resolved in favor of upholding the purpose of this Settlement Agreement.
8. Appellant acknowledges and recognizes that the compromise and settlement which form the basis of this Agreement have been arrived at after thorough bargaining and negotiation and represent a final, mutually agreeable compromise.
9. The date of the last signature placed on this Settlement Agreement shall hereinafter be known as the "date of execution" and/or "the effective date" of this Agreement.

10. Appellant represents and agrees that he has carefully read and fully understands all of the provisions of the Agreement, and that he is voluntarily, and without duress or undue influence, entering into this Agreement.
11. It is understood and agreed that Appellant is currently unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that Appellant may have against the Department and/or any of its managers, law enforcement personnel, agents, servants, or employees which has not been released by Appellant in this Release.
12. Appellant acknowledges that all liens or other claims of third parties have been disclosed and agrees to hold harmless, defend, and indemnify COUNTY, its attorneys and agents, for any and all liens or other claims of third parties which have been or may be asserted for services which have been or may be rendered on behalf of Appellant.
13. Appellant represents and warrants that no claim, demand, cause or causes of action that he has or might have arising out of, connected with, or incidental to IV2408955 nor any portion thereof, nor any claims and potential and/or possible claims that are the subject of or addressed by this Agreement, has/have been assigned or transferred to any other person, firm or corporation including, without limitation, any parent, subsidiary or affiliate of any party, in any manner, including by way of subrogation or operation of law or otherwise.
14. It is understood that this Agreement is a compromise of disputed claims and that the actions of the parties in accomplishing this Agreement shall not be construed as an admission or acknowledgment of liability or wrongdoing on the part of any party.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release on the dates hereinafter indicated. Said Agreement and release may be signed in counterparts.

MICHAEL J. COURTIAL, EMPLOYEE #[redacted] — DATE: 2/14/19
APPELLANT

AS TO FORM ONLY:

Adam L. Marangell — DATE: 02/14/2019
ADAM L. MARANGELL,
THE LAW OFFICE OF ADAM L. MARANGELL, APC

FOR THE DEPARTMENT:

Dennis M. Kneer — DATE: 2/14/19
DENNIS M. KNEER, CHIEF
NORTH PATROL DIVISION

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

DATE: JUNE 12, 2018

OFFICE CORRESPONDENCE

FILE NO: IV2408955

FROM: SUSAN YOUNG, ASMI
INTERNAL AFFAIRS BUREAU

TO: KIMBERLY L. UNLAND, CAPTAIN
PERSONNEL ADMINISTRATION

ATTN: DOREEN GARCIA

SUBJECT: **DISCIPLINARY ACTION - DISCHARGE**

Please verify and/or adjust payroll records to reflect the following:

SUBJECT NAME:	**MICHAEL J. COURTIAL**
EMPLOYEE NO.:	#[redacted]
ITEM NAME/NO.:	**DEPUTY SHERIFF / #2708A**
UNIT/DIVISION:	**LANCASTER STATION**
DISCIPLINE:	**DISCHARGE**
EFFECTIVE DATE:	**CLOSE OF BUSINESS ON JUNE 8, 2018**

RECEIVED BY:

Dora Garcia 6/12/18
PERSONNEL (SIGNATURE) DATE

DOREEN GARCIA
PERSONNEL (PRINT NAME)

**** PLEASE RETURN ALL SIGNED RECEIPTS TO PATTY CHOE OF INTERNAL AFFAIRS BUREAU AS SOON AS POSSIBLE****

RIGHT FAX: (323) 415-6598

SY:PC:pc



OFFICE OF THE SHERIFF



COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM MCDONNELL, SHERIFF

June 13, 2018

Date of Department Hire 05/03/2010

Deputy Michael J. Courtial, #[redacted]

Dear Deputy Courtial:

LETTER OF IMPOSITION

On April 2, 2018, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under IAB File Number IV2408955. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. However, after review and consideration of the response submitted to support your position, it has been determined that the recommended discipline is appropriate.

You are hereby notified that you are discharged from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective as of the close of business on June 8, 2018.

An investigation under IAB File Number IV2408955, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/150.00, Tactical Incidents; and/or 3-10/050.15 Performance to Standards - Performance Associated with the Use of

Force, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff and/or failed to perform your duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when you took independent action and/or used strategies and/or tactics which failed to comply with Department policies, procedures, and training, as evidenced by, but not limited to:

a. taking independent action when you arrived at a tactical incident, involving Mr. Nevarez; and/or,

b. failing to properly coordinate and communicate with participating Department members at the scene prior to approaching Mr. Nevarez and/or the vehicle where Mr. Nevarez was located; and/or,

c. failing to develop a tactical plan to contact and remove Mr. Nevarez from the vehicle; thus causing the other involved deputies to get involved in an unplanned use of force and/or tactical incident; and/or,

d. unnecessarily using an untaught kick, which you referred to as a "Tactical kick," when you kicked a private person's vehicle.

2. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/005.00, Force Prevention Principles, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff, and/or failed to perform your duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when you failed to only use that level of force which was objectively reasonable and/or

failed to use force as a last resort, as evidenced by, but not limited to:

a. failing to use de-escalation techniques such as advisements, verbal persuasion, and other force prevention tactics focused on increasing officer and/or public safety, prior to grabbing and pulling Mr. Nevarez out of a truck by the legs, without a tactical plan; and/or,

b. failing to de-escalate the situation through tactical communication, and/or warnings, and/or other common sense methods likely to prevent the need to use force; prior to making physical contact with Mr. Nevarez.

3. That in violation of Manual of Policy and Procedures Section 3-10/030.00, Unreasonable Force, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff, when, based on totality of the circumstances; to include but not limited to the immediate threat, the crime suspected and Mr. Nevarez's lack of resistance or attempts to flee; you used force which was unreasonable and/or unnecessary and/or excessive on Mr. Nevarez, when you punched Mr. Nevarez numerous times after throwing him to the ground, while there were adequate personnel on scene to control Mr. Nevarez.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

In taking this disciplinary action, your record with this Department has been considered, and a thorough review of this incident has been made by Department executives, including your Unit and Division Commanders.

You may appeal the Department's action in this matter pursuant to Rules 4.02, 4.05 and 18.02 of the Civil Service Rules.

You may, if you so desire, within fifteen (15) business days from the date of service of this notice of discharge, request a hearing on these charges before the Los Angeles County Civil Service Commission, 500 W. Temple Street, Room 522, Los Angeles, California 90012.

If you have any questions, you may contact Patty Choe, of Internal Affairs Bureau, at [redacted]

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

JOHN S. BENEDICT, CHIEF
NORTH PATROL DIVISION

JSB:PC:pc
(Professional Standards and Training Division – Internal Affairs Bureau)

IAB FILE NO. IV2408955

Attachments

c: John S. Benedict, Chief, North Patrol Division
Todd P. Weber, Captain, Lancaster Station/Unit Personnel File
Kimberly L. Unland, Captain, Personnel Administration Bureau
Doreen Garcia, Administrative Services Manager III, Pay, Leaves, and Records Units
Patty Choe, Operations Assistant I, Internal Affairs Bureau
Vince Vasquez, Operations Assistant I, Advocacy Unit







COUNTY OF LOS ANGELES
HALL OF JUSTICE

JIM McDONNELL, SHERIFF

April 2, 2018

Deputy Michael J. Courtial, #[redacted]

Dear Deputy Courtial:

LETTER OF INTENT

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business May 8, 2018.

An investigation under IAB File Number IV2408955, conducted by Internal Affairs Bureau, coupled with your own statements, have established the following:

1. That in violation of the Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/150.00, Tactical Incidents; and/or 3-10/050.15 Performance to Standards - Performance Associated with the Use of Force, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff and/or failed to perform your duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when you took independent action and/or used strategies and/or

tactics which failed to comply with Department policies, procedures, and training, as evidenced by, but not limited to:

a. taking independent action when you arrived at a tactical incident, involving Mr. Nevarez; and/or,

b. failing to properly coordinate and communicate with participating Department members at the scene prior to approaching Mr. Nevarez and/or the vehicle where Mr. Nevarez was located; and/or,

c. failing to develop a tactical plan to contact and remove Mr. Nevarez from the vehicle; thus causing the other involved deputies to get involved in an unplanned use of force and/or tactical incident; and/or,

d. unnecessarily using an untaught kick, which you referred to as a "Tactical kick," when you kicked a private person's vehicle.

2. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/005.00, Force Prevention Principles, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff, and/or failed to perform your duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when you failed to only use that level of force which was objectively reasonable and/or failed to use force as a last resort, as evidence by, but not limited to:

a. failing to use de-escalation techniques such as advisements, verbal persuasion, and other force prevention tactics focused on increasing officer and/or public safety, prior to grabbing and pulling

Mr. Nevarez out of a truck by the legs, without a tactical plan; and/or,

b. failing to de-escalate the situation through tactical communication, and/or warnings, and/or other common sense methods likely to prevent the need to use force; prior to making physical contact with Mr. Nevarez.

3. That in violation of Manual of Policy and Procedures Section 3-10/030.00, Unreasonable Force, on or about July 21, 2016, while on-duty, you failed to perform to the standards established for your rank of Deputy Sheriff, when, based on totality of the circumstances; to include but not limited to the immediate threat, the crime suspected and Mr. Nevarez's lack of resistance or attempts to flee; you used force which was unreasonable and/or unnecessary and/or excessive on Mr. Nevarez, when you punched Mr. Nevarez numerous times after throwing him to the ground, while there were adequate personnel on scene to control Mr. Nevarez.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet, which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief John S. Benedict, on May 8, 2018, at 1000 hours, in his office, which is located at 211 West Temple Street, Los Angeles, California 90012. If you are unable to appear at the scheduled time and wish to schedule some other time prior to May 8, 2018, for your oral response, please call Chief Benedict's secretary at [redacted] for an appointment.

If you choose to respond in writing, please call Chief Benedict's secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Benedict's office no later than May 8, 2018.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave, which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Josie S. Woolum, Captain
Internal Affairs Bureau

JSW:JMR:jr
(Professional Standards and Training Division – Internal Affairs Bureau)

IAB FILE NO. IV 2408955

Attachments

c: John S. Benedict, Chief, North Patrol Division
Tamora Johnson, Operations Assistant I, Internal Affairs Bureau
Georgette Burgess, Departmental Employee Relations Representative, Employee Relations Unit
Vince Vasquez, Operations Assistant I, Advocacy Unit

I certify that on the date indicated below, I received the original of the attached **LETTER OF INTENT** under File Number ***IAB 2408955.***

4/2/18

Date

MICHAEL J. COURTIAL,
#[redacted]

I certify that on the date indicated below, I served the original Letter of Intent to **MICHAEL J. COURTIAL**

4/3/18

Date

WITNESS SIGNATURE

DAVID MOORE

WITNESS PRINT

Please return this page within two (2) business days to:

TAMORA JOHNSON, OAI
INTERNAL AFFAIRS BUREAU
4900 S. EASTERN AVE. #100
COMMERCE CA 90040
[redacted]

761551N52A – SH-AD (3/16)

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service Since 1850"

DATE: March 27, 2018

OFFICE CORRESPONDENCE

FILE NO. IV 2408955

FROM: JOHN S. BENEDICT, CHIEF
NORTH PATROL DIVISION

TO: JOSIE S. WOOLUM, CAPTAIN
INTERNAL AFFAIRS BUREAU

SUBJECT: **MICHAEL J. COURTIAL, #[redacted]**
DEPUTY SHERIFF
LANCASTER STATION
NORTH PATROL DIVISION

Upon consideration of the facts developed in this investigation, I have determined that Subject Courtial be **discharge** from his position as a deputy sheriff for the reasons set forth in the attached documentation. This decision may be reconsidered based on the employee's response.

JOHN S. BENEDICT, CHIEF — DATE: 3/27/18

CASE REVIEWED BY PANEL MEMBERS

JILL SERRANO, ASSISTANT SHERIFF — DATE: 3/27/18

EDDIE RIVERO, ASSISTANT SHERIFF — DATE: 03.27.18

JACQUES A. LA BERGE, UNDERSHERIFF — DATE: 3/27/18

JIM MCDONNELL, SHERIFF — DATE: 3-28-18

The evidence in this investigation **supports** the following charges:

1. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/150.00, Tactical Incidents; and/or 3-10/050.15 Performance to Standards - Performance Associated with the Use of Force, Subject Courtial, on or about July 21, 2016, while on-duty, failed to perform to the standards established for his rank of Deputy Sheriff and/or failed to perform his duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when he took independent action and/or used strategies and/or tactics which failed to comply with Department policies, procedures, and training, as evidenced by, but not limited to:

    a. taking independent action when he arrived at a tactical incident, involving Mr. Nevarez; and/or,

    b. failing to properly coordinate and communicate with participating Department members at the scene prior to approaching Mr. Nevarez and/or the vehicle where Mr. Nevarez was located; and/or,

    c. failing to develop a tactical plan to contact and remove Mr. Nevarez from the vehicle; thus causing the other involved deputies to get involved in an unplanned use of force and/or tactical incident; and/or,

    d. unnecessarily using an untaught kick, which he referred to as a "Tactical kick," when he kicked a private person's vehicle.

2. That in violation of Manual of Policy and Procedures Section 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 3-10/005.00, Force Prevention Principles, Subject Courtial, on or about July 21, 2016, while on-duty, failed to perform to the standards established for his rank of Deputy Sheriff, and/or failed to perform his duties in a manner which established and maintained the highest standard of efficiency in carrying out the functions and objectives of the Department, when he failed to only use that level of force which was objectively reasonable and/or failed to use force as a last resort, as evidence by, but not limited to:

    a. failing to use de-escalation techniques such as advisements, verbal persuasion, and other force prevention tactics focused on increasing officer and/or public safety, prior to grabbing and pulling Mr. Nevarez out of a truck by the legs without a tactical plan; and/or,

b. failing to de-escalate the situation through tactical communication, and/or warnings, and/or other common sense methods likely to prevent the need to use force; prior to making physical contact with Mr. Nevarez.

3. That in violation of Manual of Policy and Procedures Section 3-10/030.00, Unreasonable Force, Subject Courtial, on or about July 21, 2016, while on-duty, failed to perform to the standards established for his rank of Deputy Sheriff, when, based on totality of the circumstances; to include but not limited to the immediate threat, the crime suspected and Mr. Nevarez's lack of resistance or attempts to flee; he used force which was unreasonable and/or unnecessary and/or excessive on Mr. Nevarez, when he punched Mr. Nevarez numerous times after throwing him to the ground, while there were adequate personnel on scene to control Mr. Nevarez.

Subject Courtial's behavior brought discredit to himself and the Department.

Summary

On July 21, 2016, at 0036 hours, Lancaster Station received a call of a person trying to break into vehicles, and several patrol units were dispatched to the area of Elm Avenue and Lancaster Boulevard.

Mr. Conrad Nevarez, the person trying to break into vehicles, was followed by informants into the parking lot of an apartment complex located at [redacted] West Lancaster Boulevard. Mr. Nevarez entered the back seat of an unlocked, 4-door, Ford F-150 truck that was parked in the parking lot. The truck was occupied by the owner, [redacted] who was seated in the driver's seat with the truck running. The informants of the call, [redacted] and [redacted] observed Mr. Nevarez enter the backseat of the truck. Fearing Mr. Nevarez was going to take his truck, Mr. [redacted] got out of the vehicle. Mr. [redacted] was contacted by Mr. [redacted] and Mr. [redacted] who advised him they had called the police, who were on their way.

Involved Deputy John Chipinka was the first deputy on scene and observed Mr. Nevarez sitting in the back seat of the truck, reaching toward the center console. Deputy Chipinka broadcasted his location via his radio and requested assistance. Deputy Chipinka waited for additional deputies to arrive. Involved Deputy [redacted] was the second deputy to arrive on scene. Deputy [redacted] approached Deputy Chipinka at the rear of the truck where they waited for additional units.

Deputy Chipinka told Deputy [redacted] to deploy his TASER as a less lethal option, while he was designated as the lethal option. Involved Deputy [redacted] was

the third deputy to arrive on scene. Deputy [redacted] took a position on the passenger side of the truck in case Mr. Nevarez went out from the passenger side.

Subject Deputy Michael Courtial was the fourth deputy to arrive on scene. Subject Courtial stopped his marked patrol vehicle approximately 10 feet from the driver's side of the truck. Subject Courtial got out of his patrol vehicle and approached the truck with his gun drawn without coordinating with the other deputies on scene. Subject Courtial said he believed the situation was rapidly evolving, and had not even a moment to reassess. Upon his arrival, Subject Courtial approached and kicked the door to the vehicle and shouted, "Don't fucking move or I'm gonna shoot you, dipshit."

Subject Courtial opened the rear driver's door of the vehicle and observed Mr. Nevarez reach in between the center console and front passenger seat of the vehicle from the rear seat. Several verbal commands were given to Mr. Nevarez to stop reaching toward the front of the truck cabin, which Mr. Nevarez ignored. Deputy [redacted] employed his TASER and activated it for one cycle on Mr. Nevarez.

After the TASER employment, Subject Courtial pulled Mr. Nevarez out of the truck by the legs, onto the ground. Mr. Nevarez held onto the truck door frame as Subject Courtial attempted to pull Mr. Nevarez away from the truck. Subject Courtial punched Mr. Nevarez several times with a closed fist in his upper back area when Mr. Nevarez refused to release his grip on the door frame. Mr. Nevarez released his grip on the door frame and was rolled onto to his stomach by several deputies. Subject Courtial punched Mr. Nevarez several more times when Mr. Nevarez refused to release his right arm from under his stomach. Mr. Nevarez released his right arm after being punched by Subject Courtial and was handcuffed. A hobble was applied to Mr. Nevarez's ankles as a precautionary measure to prevent him from kicking at the deputies.

Mr. Nevarez was medically treated at the scene and subsequently transported to Antelope Valley Hospital, where he was admitted for his injuries.

Cell phone video footage of the incident was captured by Mr. [redacted] and Mr. [redacted] The video depicted Subject Courtial kick Mr. [redacted] vehicle, as well as the force Subject Courtial used against Suspect Nevarez. The video recording of the incident appears to contradict Subject Courtial's perception that the incident was rapidly evolving. The other involved deputies did not appear to display any sense of urgency as described by Subject Courtial. Additionally, Subject Courtial's use of punches did not appear to be in groupings of three as he claimed, and there appeared to be a lack of reassessment during the application of force.

A criminal investigation against Subject Courtial was initiated on July 21, 2016, and was handled by the Department's Internal Criminal Investigations Bureau (ICIB). Subject

Courtial was named as a suspect regarding California Penal Codes 149, Assault Under Color of Authority; and 594(b)(1), Vandalism.

On December 27, 2016, the facts of the criminal case against Subject Courtial were presented to the Los Angeles County District Attorney's Office, Justice System Integrity Division (JSID) for filing consideration. On April 28, 2017, Deputy District Attorney David Reinert declined to file any charges against Subject Courtial, citing a lack of sufficient evidence.

Review of Applicable "Guidelines for Discipline" Sections

The Department's Guidelines for Discipline (August 1, 2014) lists the following analogous misconduct with associated disciplinary penalties.

TYPE OF VIOLATION	DISCIPLINARY OPTION
Obedience to Laws, Regulations and Orders • Tactical Incidents	W/R to Discharge
Obedience to Laws, Regulations and Orders • Performance to Standards - Performance Associated with the Use of Force	W/R to Discharge
Unreasonable Force • Use of Unreasonable Force (Category 3 Force)	30 Days to Discharge
Obedience to Laws, Regulations and Orders • Force Prevention Principles	W/R to 15 days

Assessment of Mitigating and Aggravating Factors

Severity of Infraction

Subject Courtial was involved in a use of force during which Mr. Nevarez sustained significant injuries to his head and face, and Mr. [redacted] vehicle was damaged. Subject Courtial's lack of planning and general behavior during the incident were not in keeping with Department standards.

Although some of the force applied by Subject Courtial during Mr. Nevarez' arrest was found to be consistent with Departmental training, other force applications were not. Subject Courtial's lack of composure and tactics preceding his contact with Mr. Nevarez were troubling and revealed significant issues with "officer safety."

Subject Courtial's actions were referred to the Los Angeles County District Attorney for possible criminal prosecution. Members' arrests and/or referrals for prosecution are an embarrassment to the Department and bring discredit upon the member and the Department regardless of whether a criminal case is filed and/or ultimately results in a conviction or plea agreement. The Los Angeles County District Attorney's Office, in its Charge Evaluation Worksheet, stated:

"It must be noted that Courtial's unilateral and unnecessary property damage and initiation of force, while ultimately lawful, was unnecessary in the situation with which he was confronted. The scene which he entered was already secured by two other deputies whom Courtial ignored to act on his own."

Intent, Truthfulness and Acceptance of Responsibility

During his Internal Affairs Bureau interview, Subject Courtial failed to acknowledge the situation could have been handled better or that his actions constituted an unnecessary use of force.

Subject Courtial could not point out any exigent circumstances in the video of the incident that justified his independent action. Subject Courtial said the kick to the door tactic was something he improvised. Subject Courtial stated he used his punches as pain compliance in to order to get Mr. Nevarez to release his grip of the door frame. When asked if Mr. Nevarez was doing anything else that caused him to strike Mr. Nevarez, Subject Courtial answered, "No."

Degree of Culpability

Subject Courtial was solely responsible for his conduct.

Past Performance and Disciplinary History

Subject Courtial has been an employee for nine years. His Performance Recording and Monitoring System– Profile Report shows no incidents of previous discipline.

His last three performance evaluations were as follows:

- 2015 – Competent
- 2016 – Very Good
- 2017 – Competent

Disposition

Based upon the foregoing assessment of mitigating and aggravating facts, the following is the level of discipline to be assessed, subject to revision, upon receiving the Subject's response or grievance:

__X__ Discharge.
_____ Reduction in Rank.
_____ Suspension with loss of pay and benefits for ____ Days.
_____ Written Reprimand.
_____ No discipline recommended.